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06/09/2016 10:47:13 AM
MORTAMEN 1/6

This Document Prepared By:
DANA KOLLER
U.S. BANK N.A.
4801 FREDERICA ST
OWENSBORO, KY 42301
(800) 365-7772

Requested By and
When Recorded Return To:
Loan Modification Solutions
3220 El Camino Real
Irvine, CA 92602
(800) 323-0165

Source of Title: **DEED BOOK 156, AT PAGE(S) 566**
Tax/Parcel #: **283050001020022**

_____[Space Above This Line for Recording Data]_____
Original Principal Amount: \$131,461.00 **FHA\VA Case No.: 703 011-7428289**
Unpaid Principal Amount: \$113,592.62 **Loan No: 6850419966**
New Principal Amount: \$118,923.11
New Money (Cap): \$5,695.49

160002072

LOAN MODIFICATION AGREEMENT (MORTGAGE)

This Loan Modification Agreement ("Agreement"), made this **25TH** day of **MARCH, 2016**, between **DEVIN T WHITE AND, SHARRON E WHITE HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP** ("Borrower") whose address is **22 SOUTHERN HILLS ST, CALERA, ALABAMA 35040** and **U.S. BANK N.A.** ("Lender"), whose address is **4801 FREDERICA ST, OWENSBORO, KY 42301**, amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated **JULY 16, 2012** and recorded on **AUGUST 17, 2012** in **INSTRUMENT NO. 20120817000305500**, of the **OFFICIAL** Records of **SHELBY COUNTY, ALABAMA**, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

22 SOUTHERN HILLS ST, CALERA, ALABAMA 35040

(Property Address)

the real property described being set forth as follows:

LOT 23, ACCORDING TO THE SURVEY OF SOUTHERN HILLS, AS RECORDED IN MAP BOOK 7, PAGE 72, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SEE ATTACHED EXHIBIT "B" FOR MORTGAGE SCHEDULE

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of, **APRIL 1, 2016** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$118,923.11**, consisting of the amount(s) loaned to Borrower by Lender, plus capitalized interest in the amount of U.S. **\$5,695.49** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.1250%**, from **APRIL 1, 2016**. Borrower promises to make monthly payments of principal and interest of U.S. **\$ 509.44**, beginning on the **1ST** day of **MAY, 2016**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **3.1250%** will remain in effect until principal and interest are paid in full. If on **APRIL 1, 2046** (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
- 5. **If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.**
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
- 7. Borrower agrees to make and execute other documents or papers as may be necessary to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

In Witness Whereof, I have executed this Agreement.

Devin T White
Borrower: DEVIN T WHITE

Sharron E. White
Borrower: SHARRON E WHITE

4/21/16
Date

4-21-16
Date

Borrower:

Date

Borrower:

Date

_____[Space Below This Line for Acknowledgments]_____

BORROWER ACKNOWLEDGMENT

The State of ALABAMA)
Shelby County)

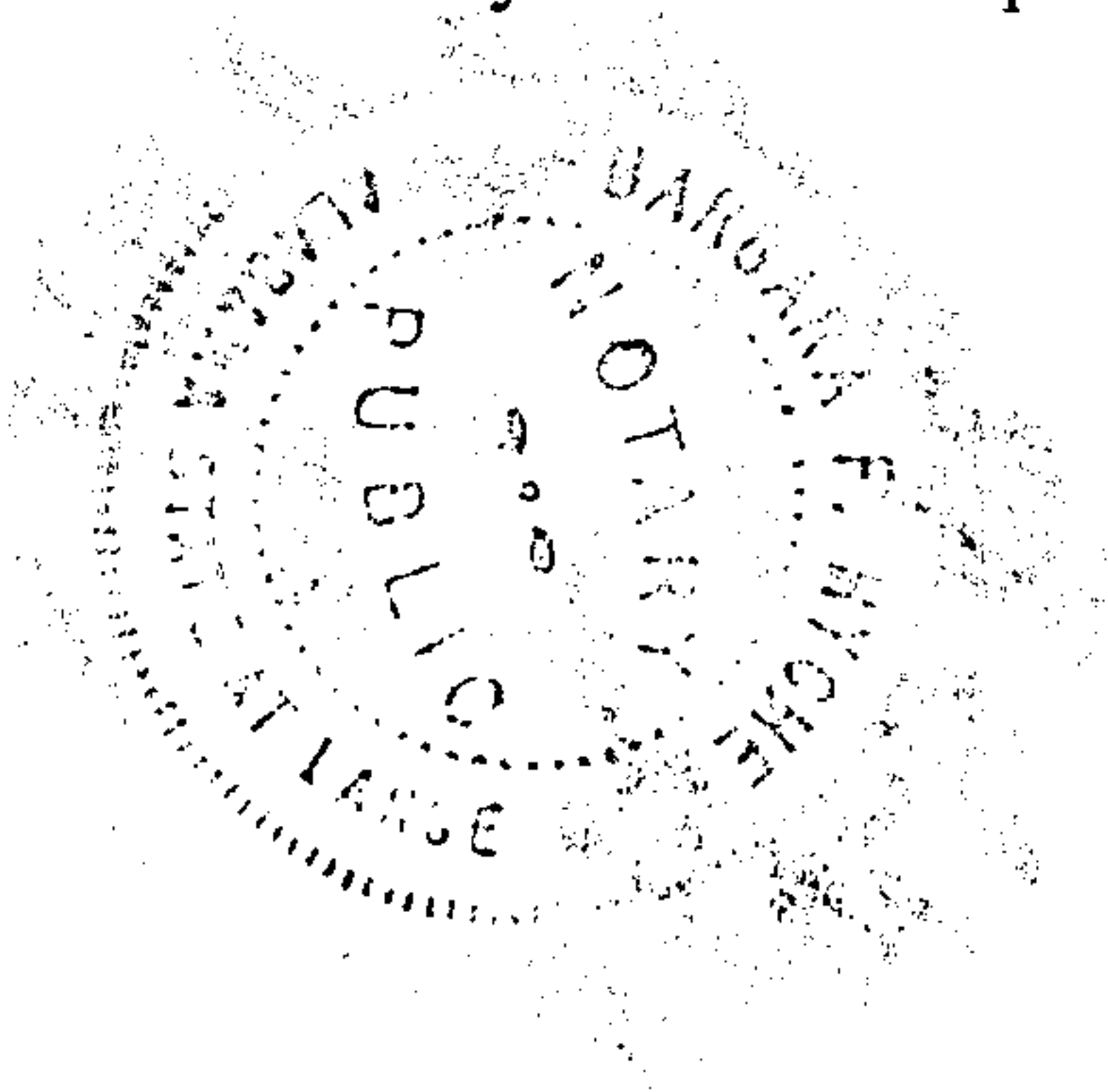
I, a Notary Public, hereby certify that DEVIN T WHITE AND, SHARRON E WHITE HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 21 day of April, 2016.

Barbara F. Hyche
Notary Public

Print Name Barbara F. Hyche

My commission expires: 10.22.16



In Witness Whereof, the Lender has executed this Agreement.

U.S. BANK N.A.

By Jennifer L. Mattingly
Mortgage Document Officer

(print name)
(title)

4-28-16
Date

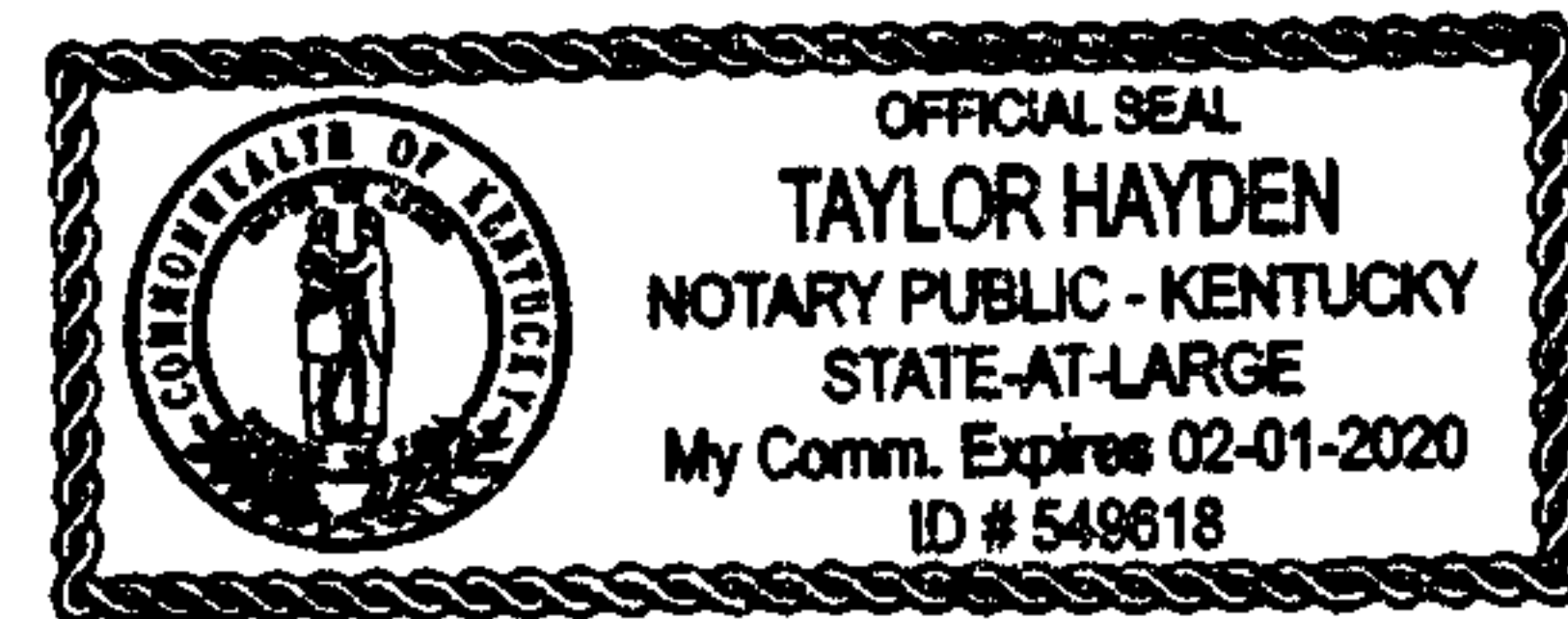
[Space Below This Line for Acknowledgments]

STATE OF KENTUCKY
COUNTY OF DAVIESS

The foregoing instrument was acknowledged before me this 4/28/16 by
JENNIFER L. MATTINGLY, the **MORTGAGE DOCUMENT OFFICER** of **U.S. BANK N.A.**,
a Federally Chartered, on behalf of said national association.
Banking Association

Taylor Hayden
Notary Public

Printed Name: Taylor Hayden
My commission expires: 2-1-2020



**EXHIBIT B
MORTGAGE SCHEDULE**

Mortgage made by **DEVIN T WHITE AND, SHARRON E WHITE HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP** to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR THE SOUTHPOINT BANK, AN ALABAMA CHARTERED BANK** for \$131,461.00 and interest, dated **JULY 16, 2012** and recorded on **AUGUST 17, 2012** in **INSTRUMENT NO. 20120817000305500**. Mortgage tax paid: \$

This mortgage was assigned from **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR THE SOUTHPOINT BANK, AN ALABAMA CHARTERED BANK** (assignor), to **U.S. BANK NATIONAL ASSOCIATION** (assignee), by assignment of mortgage dated **DECEMBER 22, 2014** and recorded on **DECEMBER 30, 2014** in **INSTRUMENT NO. 20141230000407650**.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/09/2016 10:47:13 AM
\$207.50 CHERRY
20160609000198940

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the typed name of the Probate Judge.